

AGREEMENT NO. _____

**AMENDMENT NO. TWO TO
AGREEMENT NO. 16-117**

THIS AMENDMENT NO. TWO TO AGREEMENT NO. 16-117 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **GROUP DELTA CONSULTANTS, INC.**, a California corporation (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on June 29, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-117, wherein CONTRACTOR agreed to provide On Call Asbestos Survey for Capital Improvement Projects; and

WHEREAS, on June 28, 2019, the CITY and CONTRACTOR entered into Amendment No. 1 for Agreement No. 16-117, wherein CONTRACTOR agreed to expand the scope of work, increase compensation by \$25,000.00, and extend the term of Agreement No. 16-117 to June 30, 2020; and

WHEREAS, CITY and CONTRACTOR desire to expand the scope of work and extend the term of Agreement No. 16-117 to June 30, 2021.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-117 as follows:

1. Section 1 of Agreement No. 16-117 entitled "Scope of Work" is hereby amended to read as follows:

1. SCOPE OF WORK. The scope of work is generally described as "On Call Asbestos Survey for Capital Improvement Projects of the City of Bakersfield – Fiscal Years 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021". The scope of work for on call services is more particularly described as providing asbestos survey to the CITY as the CITY identifies specific projects for which the CONTRACTOR will provide said services during the CITY's Fiscal Year 2016-2017, Fiscal Year 2017-2018, Fiscal Year 2018-2019, Fiscal Year 2019-2020, and Fiscal Year 2020-2021. The scope of work shall include all items contained in CITY's RFQ&P, dated March 25, 2016; CITY's Request for Proposal for a specific project, which is yet to be prepared; and

CONTRACTOR's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and CONTRACTOR's yet to be prepared Proposals(s) are incorporated herein by reference as though fully set forth.

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not.

2. Section 12 of Agreement No. 16-117 entitled "Term" is hereby amended to read as follows:

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2021.

3. Except as amended herein, all other provisions of Agreement No. 16-117 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Two to Agreement No. 16-117 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

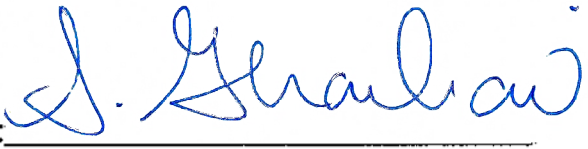
By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

"CONTRACTOR"
GROUP DELTA CONSULTANTS, INC.

By:  _____

Print Name: Shah Ghanbari

Title: President